

REQUEST FOR PROPOSALS FOR

ENTERPRISE IT STAFF AUGMENTATION SERVICES

ISSUING OFFICE

**Commonwealth of Pennsylvania
Department of General Services
555 Walnut Street, 6th floor
Harrisburg, PA 17101-1914**

RFP NUMBER

6100014920

DATE OF ISSUANCE

March 26, 2010

**REQUEST FOR PROPOSALS FOR
ENTERPRISE IT STAFF AUGMENTATION SERVICES**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to RA-itpurchases@state.pa.us	Potential Offeror(s)	04/2/10
Answers to Potential Offeror(s) questions posted to the DGS website (http://www.dgsweb.state.pa.us/comod/main.asp) no later than this date.	Issuing Office	04/9/10
Please monitor website for all communications regarding the RFP.	Potential Offeror(s)	Ongoing
Sealed proposal must be received by 3PM EST in the Issuing Office at Department of General Services, 555 Walnut Street, Forum Place, 6 th floor, Harrisburg, PA 17101	Offeror(s)	04/16/10

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Services’** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth” or “COPA”) to satisfy a need **for Enterprise IT Staff Augmentation Services** (“Project”).

I-2. Issuing Office. The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Thomas Teprovich, Forum Place 6th Fl, 555 Walnut St. Harrisburg, PA, 17101, RA-itpurchases@state.pa.us**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth has issued this RFP to enter into a new strategically sourced contract in which the selected Offeror will have access to a network of resources and subcontractors to meet all of COPA’s requirements for IT Staff Augmentation Services. COPA plans to utilize the awarded Offeror’s web site and tools for contract administration and management information. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be an **Established-Price** contract containing the **IT Terms and Conditions** as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with the top Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. **The Issuing Office will not hold a pre-proposal conference.**

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 6100014920 Question”**) to the

Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **seven (7) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact copies of the entire proposal** (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other

Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix D** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses;
- b. United States Small Business Administration certified 8(a) small disadvantaged business concerns; and
- c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as "socially disadvantaged," the offeror must

include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

This RFP will allow Offerors to propose general disadvantaged business (DB) commitments as percentages of the total amount paid to the Offeror by the Commonwealth for contract management services and for staff augmentation resources provided under the contract resulting from this RFP. See Section II-9.

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building

PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-18. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents.

a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any

Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

c. **Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (*See Appendix J, Trade Secret/Confidential Proprietary Information Notice*). Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-20. Best and Final Offers. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

- i) Schedule oral presentations;
- ii) Request revised proposals;
- iii) Conduct a reverse online auction; and
- iv) Enter into pre-selection negotiations.

The Issuing Office will limit any best and final offer opportunities to responsible Offerors (defined in Part III, Section III-4 of this RFP) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award as being within the top competitive range of responsive proposals. The Evaluation Criteria found in Part III, Section III-3, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the

Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Debriefing Conferences. Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24.** COPA may provide office space, reproduction facilities and other logistical support for this project.

I-25. Term of Contract. The initial term of the contract term will commence on the Effective Date and will end June 30, 2012. The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract term. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-26. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential Offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential Offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this

proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection. The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc> A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the

protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-29. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-30. COSTARS PROGRAM

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A "local public procurement unit" is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and

- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer are not State-affiliated entities under the code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx> .
- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
 - C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
 - D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
 - E. If the selected Offeror elects to permit COSTARS Members to procure from this Contract, it shall pay an Administrative Fee of \$1500 to the Commonwealth of PA upon contract award and at each contract renewal.
 - F. DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract year.

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars. If a Contractor does not have access to the internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827
E-mail GS-PAcostars@state.pa.us

I-31. Participating Addendum with an External Procurement Activity.

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- a. **Definitions.** The following words and phrases have the meanings set forth in this subsection a. of **Part I, Section I-31**:
 - 1) *External procurement activity*: The term, as defined in 62 Pa.C.S. §1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
 - 2) *Participating addendum*: A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating

addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.

3) *Public procurement unit*: The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

4) *Purchasing agency*: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

b. **General.** A participating addendum shall incorporate the terms and conditions of the contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

d. **Prices.**

- 1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-31.**

- 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

e. **Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8 and II-12;**
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9;** and
- c. Cost Submittal, in response to RFP **Part II, Sections II-10 and II-11.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Complete and submit Appendix I - Company Profile Summary. Submit an Organization Chart showing all levels of management, down to the Project Manager, that will be involved throughout the entire length of the contract.

Submit three (3) supplier references from the network you will utilize to fulfill COPA's need for IT Staff Augmentation Services. In addition, the Commonwealth requires that a formal signed agreement exist between the Offeror and each proposed subcontractor. The selected Offeror shall make these agreements available to the Commonwealth upon request.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work required for this contract. Use the Contract Requirements set forth in **Part IV** of this RFP as your reference point. If more than one approach is apparent, comment on why you chose your proposed approach. Include all of the information and documentation requested in **Section IV-II, Proposal Requirements**.

II-4. Prior Experience. Include experience in enterprise IT staff augmentation services. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Offerors must submit a summary of at least three (3) enterprise IT staff-augmentation contracts where the Offeror was the prime contractor. Prior experience information must demonstrate that the Offeror has successfully performed at least one (1) enterprise IT staff-augmentation contract of similar size, scope, and dollar value as a prime contractor. For each reference, Offerors must provide the names of the contracting parties, a summary of the contract and description of the services provided, the annual and total dollar amount of the contract, and the name, address, telephone number, and email address of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the estimated number of executive and professional personnel, analysts, auditors, account personnel, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offerors must submit the resume of the individual who is to be named the Project Manager, along with a minimum of two references for that individual, to demonstrate the required skills and experience outlined in **Section IV-III.8 of the RFP**. Offerors must also submit a resume and references of the individual with the same or better qualifications who will act as the substitute/temporary Project Manager in the case that the assigned Project Manager is unavailable for an extended period of time.

For other key personnel, **such as the Account Representatives**, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in **Enterprise IT Staff Augmentation Services**.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements for the past three fiscal years. If your company is a publically traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available.

II-8. Objections and Additions to IT Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix A. The Issuing Office may reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A or to other provisions of the RFP.

II-9. Disadvantaged Business Submittal.

a. Disadvantaged Business Information.

Offerors shall submit a Disadvantaged Business Submittal which includes disadvantaged business (DB) commitments as follows:

1. Contract Management - Provide a general DB commitment for contract management services (i.e. prime contractor responsibilities) as a yearly percentage of the total amount paid to Offeror by the Commonwealth under the contract attributable to the contract management services performed by Offeror, if the contract is awarded to the Offeror. This should be expressed as the percentage of contract management services that will be performed by DB subcontractors based on dollar value. This percentage should include ancillary services that will be performed by DBs in support of the prime contractor such as IT support, purchase of necessary supplies, janitorial services, etc.
2. Staff Augmentation - Provide a general DB commitment for staff augmentation resources as a yearly percentage of the total amount that will be paid to Offeror by the Commonwealth under the contract attributable to the staff augmentation resources provided by Offeror, if the contract is awarded to the Offeror. This should be expressed as the percentage of staff augmentation resources that will be provided by DB subcontractors based on dollar value.

In addition to the Offeror's general DB percentage commitments, each Offeror must include within its DB Submittal: 1) a list of potential DBs that the Offeror would choose from to meet its overall general commitments; 2) the scope of work, goods or services each listed DB may perform or provide; and 3) a detailed DB Project Plan that sets forth how the

Offeror will reach its yearly DB percentage commitments. The DB Project Plan will set forth the Offeror's plan to utilize DBs to achieve its general DB percentage commitments throughout the duration of the initial term and any renewal terms of the contract.

Offerors are required to submit with their Disadvantaged Business Submittal the full certification/documentation information set forth below, as applicable, to all DBs that will be performing contract management and ancillary services in support of the prime contractor. Offerors are not required to submit Disadvantaged Business certification/documentation for subcontractors in the Offeror's staff augmentation resource network until after a contract award is made by the Commonwealth.

i) To receive credit for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

2) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

3) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.

5) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

- 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.
- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

1) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:

- a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
- b) A copy of the joint venture agreement signed by all parties.
- c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

2) **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:

- a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
- b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.

- c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Disadvantaged Business will perform services.
 - e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- 3) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
- 4) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

b. Enterprise Zone Small Business Participation.

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 - 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 - 3) Proof of United States citizenship of the owners of the business.
 - 4) Certification that the business employs no more than 100 full-time or full-time equivalent employees.

- 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 - 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 - 4) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
 - 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - 6) The location where each Enterprise Zone Small Business will perform these services.
 - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 - 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.

iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
- 2) The name of each Enterprise Zone Small Business; and
- 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-10. Cost Submittal. Complete and submit **Appendix G – Cost Matrix** as your Cost Submittal. Offerors must submit a Proposed Hourly Rate Paid to Wage Earner, the MSP Percentage Mark-Up and a COPA Bill Rate for all job categories, skill levels, and areas listed in Appendix G. If Offeror's proposed Hourly Rate Paid to Wage Earner deviates significantly from the industry standard for any resource, Offeror must provide an explanation for the deviation in its technical proposal.

The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Please note that the selected Offeror's pricing must remain fixed for the initial twelve (12) months of the contract. Sixty (60) days prior to that date, COPA will meet with the selected Offeror to conduct a review of the rate card based on market conditions and update pricing at the Commonwealth's sole discretion. Following the first review, COPA and the selected Offeror will repeat this review process quarterly. Following the quarterly reviews, the Commonwealth may update pricing at its sole discretion.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Cost Submittal.

II-12. COSTARS Program Questionnaire. Complete and sign the questionnaire regarding the COSTARS program contained in **Appendix C** of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for evaluation, a proposal must:

- a. Be timely received from an Offeror;
- b. Be properly signed by the Offeror;
- c. Demonstrate that the Offeror has successfully performed as a prime contractor at least one enterprise IT staff-augmentation contract of similar size, scope, and dollar value; and
- d. Demonstrate from the Financial Capability information submitted in response to Section II-7 that the Offeror has annual sales revenue of at least \$75 million, and with the award of this contract less than half of the Offeror's annual sales revenue would be received from the Commonwealth (using the total cost proposed by the Offeror in its Cost Submittal).

III-2. Technical Nonconforming Proposals. The four (4) Mandatory Responsiveness Requirements set forth in Section III-1 above (A-D) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- a. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the categories listed in Part II, Sections II-1 through II-8.
- b. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points.
- c. **Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points.

For purposes of evaluating Disadvantaged Business Participation, the Commonwealth will take into consideration the total percentage of contract management services committed to Disadvantaged Businesses and the total percentage of staff augmentation resources to be provided by Disadvantaged Businesses. The commitment to contract management services will be weighted

at 30% of the available DB points and the commitment for staff augmentation resources will be weighted at 70% of the available DB points.

- d. **Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

Priority Rank 1	Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.
Priority Rank 2	Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.
Priority Rank 3	Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.
Priority Rank 4	Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is **3%** of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement

Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-4. Offeror Responsibility. To be responsible, an offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

(1) the total score for the technical submittal of the offeror's proposal must be greater than or equal to 70% of the highest scoring technical submittal; and

(2) the offeror's financial information must demonstrate that the offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will assess each offeror's financial capacity based on industry standard analysis of the offeror's financial information submitted with the Technical Questionnaire. This may include:

- ratio, horizontal or vertical analysis;
- industry comparison using Dun & Bradstreet's Key Business Ratios to measure offerors' solvency, efficiency and profitability; and
- the offeror's sustainable growth rate.

The Issuing Office reserves the right, in its sole discretion, not to consider for best and final offers or selection for contract negotiation, any offeror which fails to achieve acceptable scores on the Dun & Bradstreet's Key Business Ratios, or which has a sustainable growth rate that does not support the addition of the expected annual spend for this contract.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-5. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

PART IV

WORK STATEMENT

IV-I. OVERVIEW

The Commonwealth's IT Staff Augmentation Services are currently being managed by Computer Aid, Inc., under contract 4400002137, which may be viewed at the following link www.emarketplace.state.pa.us.

Through this RFP, the Commonwealth is interested in securing proposals from providers of full IT Staff Augmentation Management Services. The selected Offeror must fulfill the Commonwealth's need for resources with the job titles and skills listed in **Appendix E – Job Titles and Skill Categories** and meet the service level agreements listed in **Appendix F**.

COPA has provided **Appendix H – Current Contract Utilization**, to show the number of hours billed under each job title and skill category in prior years. **Appendix H** also contains Vendor Utilization for Fiscal Year 2007-2008 and Fiscal Year 2008-2009, which shows the number of engagements for the Top 20 Vendors in the network and the Current Work Flow Process for agencies to engage IT Staff Augmentation candidates.

The Commonwealth is seeking a single contractor to provide the prescribed services detailed within this RFP. This Contract will establish a vehicle to provide Enterprise IT Staff Augmentation personnel to the Commonwealth. Although the contract resulting from this RFP is intended to be the Commonwealth's main IT Staff Augmentation Services procurement vehicle, it is not an exclusive contract. Throughout the term of the Contract, the Commonwealth retains full control and flexibility with regard to the types, quantities, and timing of Offeror personnel usage. The Commonwealth is not required to end current contract agreements and reserves the right to enter into new agreements with vendors for similar services throughout the term of the contract resulting from this RFP.

IV-II. PROPOSAL REQUIREMENTS

All of the following Proposal Requirements must be provided by the Offeror as part of its Technical Submittal. Failure to provide the following information may result in rejection of your proposal.

1. Provide a detailed explanation of how you will supply candidates for all Job Titles and Skill Categories listed in **Appendix E – Job Titles and Skill Categories** of this RFP. Describe how subcontractors are qualified to be part of your network, how subcontractors are contractually bound to the pricing determined through the RFP process, and how subcontractor services will be accurately tracked and reported. Address COPA's expectations concerning maintenance of an open subcontractor network and equal opportunity for disadvantaged businesses in the network to supply resource candidates for consideration as outlined in **Section IV-III.2** of this RFP.

2. Submit an **Implementation Plan**. At a minimum the implementation plan must include the structure of account representatives who will be dedicated to COPA business, the plan for resources who agree to be transferred to the Offeror's internal pool, the expected time to transfer knowledge from possible phase-out of current resources to new resources assigned under the ensuing contract, the development (as needed) and roll-out of the VMS, and the process the Offeror will use to ensure all billing meets COPA standards.

It is critical that the Offeror provide a clear plan for managing the implementation of the program, which will take place in a peak period of demand for IT Contract Services at many COPA agencies. The Offeror will need to be prepared to deal with agencies which have not utilized this type of contract in the past. The Offeror must describe the plan for taking on a large volume of requests during this first phase of the contract, transferring employees from the prior contractor to the Offeror's internal resource pool, partnering with additional subcontractors to meet COPA needs, and assigning dedicated account managers to work with COPA in implementing the program.

Once a contract award has been made, the selected Offeror will meet with COPA to review potential technical and logistical issues of the implementation plan. The selected Offeror will also be required to present one or more sessions with agency representatives to demonstrate the VMS, as well as review any additional services and processes that agencies will need to be aware of. To ensure a timely and satisfactory implementation, the selected Offeror and COPA must jointly agree to a final Implementation Plan to be incorporated into the final Contract.

3. Submit a **Transition Plan** that identifies the critical tasks that need to occur to provide a smooth and orderly transition of functions between the outgoing Contractor and the selected Offeror with minimal disruption to operations. The transition plan should include:
 - The strategy for transferring system responsibility to agency staff;
 - Areas that require continued contractor support;
 - Timeline that will be applied to the transition plan;
 - Responsibilities of each of the parties;
 - Breakdown of activities that will be performed in the transition phase;
 - Knowledge transfer process that supplement the Training Plan activities;
 - Technical tools and Technical staff training; and
 - Data Transfer from current contractor.
4. Submit an **Issue Escalation Plan**. The issue escalation plan must place emphasis on restoring user satisfaction. It should include notification to users, agency management, and COPA Issuing Officer as defined in the contract. The escalation process should also include action by Offeror management at each step in the process.

5. Submit information regarding the web-based workflow Vendor Management System (VMS) you will use to facilitate the Staff Augmentation process. Please see **Vendor Management System, Section IV-III.4** of this RFP.
6. Submit a **Quality Control and Assurance Plan** outlining internal processes and procedures on how the Offeror intends to manage and ensure the level and quality required by this RFP. This plan should tie back to the predefined **Service Level Agreements listed in Appendix F of this RFP** which the Offeror must acknowledge and meet throughout the life of the contract. Describe the Offeror's quality standards and guarantees of service, background check processes, other quality assurance processes, and your response to resources which are not performing to COPA quality standards.
7. Describe the reporting process you will utilize to meet the requirements outlined in **Section IV-III.7 of this RFP**. Include sample reports for COPA procurement management and the using agencies. Describe any enhanced reporting capabilities, capability to deliver reports electronically, ability to utilize the web-based VMS to provide direct access to reports, and frequency of data updates in these reporting tools. Describe how and what kind of records will be kept, and on what schedule the invoicing will be audited to insure contractual compliance.
8. Describe and/or explain any additional value added services the Offeror provides as part of a managing supplier solution not already discussed in its RFP response. COPA expects these value added services to be included in the rates set forth in **Appendix G- Cost Matrix**.

IV-III. CONTRACT REQUIREMENTS

All of the following Contract Requirements must be met or exceeded by the selected Offeror throughout the term of the contract.

1. Maintain Skill Categories with Changing Technology

The job titles and descriptions listed in **Appendix E – Job Titles and Skill Categories** represent the skills required at the time this RFP was issued by COPA. The selected Offeror must have the ability to provide candidates for all Job Titles and Skill Categories listed in **Appendix E**. As new technologies emerge, COPA expects that specific skills sets and technical needs will change. COPA reserves the right to update the job titles, skill categories, and position descriptions found in **Appendix E** according to current market situations, such as moving previous skills to a more mature skill category, or adding new technologies to the appropriate skill category. COPA will monitor the changing technology environment, with the help of the selected Offeror, and expects to be notified of any changes to the skill categorizations, and may propose changes to the selected Offeror based on current market conditions.

2. Network of Subcontractors

It is expected that the selected Offeror will maintain an open network of qualified subcontractors which will provide resources for work assignments made under the contract.

COPA expects that the selected Offeror will utilize subcontractors as a significant source of contract service resources, and that disadvantaged business subcontractors will be provided an equal opportunity to supply potential resource candidates for consideration for submission in response to COPA requisitions. Features of the selected Offeror's proposed subcontractor network acceptable to COPA shall become performance metrics included in the Service Level Agreements which must be met during the life of the contract. Further,

- COPA requires that the selected Offeror develop a tiered (performance based) model approach for subcontractor utilization. The tiered model should be based on performance over the life of the contract.
- COPA requires that a signed agreement exist between the selected Offeror and each subcontractor listed as a member of the network. The selected Offeror shall make these agreements available to the Commonwealth upon request.
- COPA expects the selected Offeror to timely pay its subcontractors for staff augmentation resources provided within 45 days of receipt of proper invoices from the subcontractors.
- COPA requires that the selected Offeror meet with the Department of General Services and the Office of Administration – Office Information Technology (OA/OIT) on a quarterly basis (or upon request) to present reports showing:
 1. Active network subcontractors,
 2. Pending network subcontractors,
 3. Inactive network subcontractors,
 4. MBE/WBE utilization,
 5. Industry trends,
 6. Utilization of the contract by agency and Job Category, and
 7. COSTARS utilization of the contract.
- The selected Offeror must also provide a summary of activities showing how it has sought out new potential subcontractors to be added to the network.
- COPA requires that the selected Offeror hold monthly/quarterly metrics meetings with its subcontractor network to update the subcontractor network with contract information and subcontractor performance. COPA must be notified when these meetings will occur, at least five (5) days prior to the date of the meeting, and reserves the right to attend.

3. Full Service Model Approach

COPA requires the selected Offeror to provide a full services model approach for managing this contract while meeting all Service Level Agreements as defined in **Appendix F**. The selected Offeror will be required to, at a minimum, perform the following:

- Consult with agency personnel to develop cost-effective IT needs
- Managing and mentoring of the supplier network

- Screen candidates to select the best price performance
- Manage all candidate-related HR issues
- Maintain a public web portal that contains key performance data

4. Vendor Management System

COPA requires the selected Offeror to use a web-based workflow Vendor Management System (VMS). The VMS will be used to facilitate the Staff Augmentation process. The selected Offeror must administer the VMS and register users based on their role in the Staff Augmentation process. COPA prefers the selected Offeror to utilize Peopleclick or a similar VMS. A proprietary system may not be used. COPA will not incur any direct cost for use of the VMS. Agencies must be able to access reports showing contract utilization for their specific agency based on user login and DGS must have the ability to access full contract utilization reports.

5. Service Level Agreements

COPA requires that the selected Offeror demonstrate a high level of quality control standards and service to the Commonwealth. COPA has developed a set of minimum Service Level Agreements (SLA's), defined in **Appendix F – Service Level Agreements**, which the selected Offeror must meet or exceed throughout the life of the contract.

The selected Offeror will be allowed a ninety (90) day grace period during the implementation phase of the contract to ramp-up services, without scoring on the performance metrics outlined herein and in Appendix F. After the grace period, tracking of each of the performance metrics will begin, and the first report shall be due to the COPA Contract Manager one (1) month after the grace period ends.

COPA has developed a high-level process, described below, that will be utilized throughout the life of this contract to ensure that the selected Offeror is providing the best possible service to all Commonwealth Agencies:

- A. Agencies will request resources through the selected Offeror's web-based VMS. The Project Manager will then provide a group of resumes (minimum of three (3) per request) for the agency end user to review. If the agency selects a resource from this first group of resumes, proceed to step B. If the agency determines the resumes submitted do not meet the requirements as stated in the requisition, the agency will return those resumes to the Project Manager and request a new group of resumes. If a second group of resumes is provided (minimum of three (3)), and no resumes within the group meet the requirements as stated in the requisition and clarified in the re-order process, the agency may continue with the process described above or utilize a separate procurement method or contract to meet the service need.
- B. Agencies will have the opportunity to conduct skills assessments (phone interviews, face to face interviews, capabilities tests, etc.) of the candidates they chose from the Project Manager-provided group of resumes. If the agency end-user conducts a skills assessment and determines that the candidate does not meet the skill requirements of the position, the agency will reject the candidate and request another batch of resumes

from which to choose a candidate. If this process occurs twice with the same requisition, and the end-user is still unable to find a candidate who meets the skills requirements of the position, the agency may utilize a separate procurement method or contract to meet the service need.

- C. If a resource begins work for a particular agency, and the agency determines within the first week (5 business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and COPA will not pay for the work conducted by the unacceptable resource. COPA may also reject any replacement resource according to these procedures.
- D. A quarterly meeting will take place among the Account Managers, On-site Managers, COPA agency representatives and COPA Contract Manager to review the quality of service provided to COPA by the selected Offeror. It is at this time that COPA will evaluate the selected Offeror on a variety of performance metrics, including, but not limited to, the SLA's as outlined herein and in Appendix F. If any service deficiencies are identified across the entire contract, the selected Offeror and COPA representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific SLA-defined targets will be imposed. If three consecutive quarterly meetings occur with minimal or no improvement in the identified areas, the selected Offeror will be considered in default and COPA may terminate the contract.

6. User Guide

With the assistance and approval of COPA, the selected Offeror will be required to provide updates to the current COPA User Guide for the IT Staff Augmentation Contract. The User Guide describes the process for individuals using the IT Staff Augmentation Contract to obtain staff augmentation resources. The User Guide describes the contract in general, when it is to be used, user roles, and the process for using the contract.

7. Quarterly Utilization Reports

COPA requires the selected Offeror to submit monthly and quarterly utilization and SLA Achievement reports. The selected Offeror must provide at a minimum, quarterly utilization reports to DGS & OA/OIT. All reports must be made available to the agencies through the web-based VMS. Agencies must be able to access reports showing contract utilization for their specific agency based on user login.

Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by the purchasing entity name, current hours and bill rates, and a detailed report containing the line item details of each purchase order by agency, bureau/purchasing organization, and subcontractor/contractor. A monthly report should also be provided to the COPA Contract Manager regarding the percent of revenue and percent of resources provided through the Offeror's subcontractor network for tracking purposes. Detailed reports will be utilized for various purposes by COPA, including actual versus budgeted expenditure tracking and management.

8. Project Management

If at any time during the contract the selected Offeror's organizational structure or personnel involved with the Contract changes, a new Organization Chart must be submitted to COPA within 60 days of the change.

COPA requires the selected Offeror to have a Project Manager available throughout the life of the contract. The Project Manager will function as the Offeror's authorized point of contact with COPA and must be available to respond promptly and fully to all contract requirements. The Project Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory, and technical direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. The Project Manager will meet monthly with the agencies in either a group or individual setting for the first six (6) months of the contract. Agencies may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the selected Offeror and must be authorized to make binding decisions on behalf of the selected Offeror and all subcontractors. The Project Manager may not be reassigned during the contract period without 60 days prior written notice and COPA's consent.

The Project Manager must have a minimum of five (5) years demonstrated experience with increased levels of responsibility. The Project Manager must have experience managing large scale projects involving IT Staff Augmentation. Additionally, the Project Manager must demonstrate effective oral and written communication skills. A substitute/temporary project manager must be designated and available in the absence of the Project Manager and must have at least the same qualifications that the named Project Manager possesses.

9. Specific Resource Requests

Agencies may request a specific resource from the selected Offeror, but the named resource must meet at least one of the following conditions:

- The resource served as a subject matter expert on a custom application or within a similar business environment within the last 5 years.
- Emergency situation.
- Specific skill set, e.g., a company implements a new software product and an agency needs support that is not covered under a software support contract.
- Extension of an existing resource.

10. Right to Represent

The selected Offeror must have the express consent of each candidate the selected Offeror submits in response to a COPA requisition, either directly from the candidate or through a member of the selected Offeror's network who has the legal right to represent the candidate in matters of work assignment. The selected Offeror must supply evidence of its right to represent a specific candidate upon request by the Commonwealth. **Appendix K - Right to**

Represent Acknowledgement is provided as a sample form which may be used to satisfy this requirement.

Candidates submitted in response to COPA requisitions for which it is determined that the selected Offeror did not have the express right to represent will not be credited toward the selected Offeror's compliance with applicable performance metrics and SLA's concerning the number and timing of candidate submissions. Repeated instances of the selected Offeror submitting candidates for which the selected Offeror does not have the express right to represent may result in the Commonwealth exercising its rights under the Contract, up to and including termination of the contract.

11. Overtime Policy

No overtime premiums will be paid to the selected Offeror for work which is performed after normal business hours. All hours worked during an engagement will be paid in accordance with the contract pricing for the resource's job title and skill category.

12. Travel Expenses

Travel expenses will be paid in accordance with the Management Directive 230.10 only at the discretion of the agency. COPA requires that the selected Offeror provide resources to meet COPA needs at various locations requested by agencies without the need for significant travel on the part of the resource. Therefore, COPA will not reimburse the selected Offeror for travel, meals, lodging or other expenses except when COPA requires an engagement to travel outside the requested location. This Management Directive can be found by copying the following link into your Internet browser.

http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/management_administrative_support/items/230_10.html

13. Other Expenses

COPA will not incur the cost for any additional training/certifications a resource may be required to receive to perform his or her duties for an engagement with COPA. COPA will pay only the rate for the appropriate job title and skill category set forth in **Appendix G - Cost Matrix**.

14. Information Technology Bulletin (ITB) Compliance

The selected Offeror is required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT), for the Commonwealth enterprise. See:

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

15. Background Checks

- (a) The selected Offeror must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://epatch.state.pa.us/Home.jsp>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Upon request of the Commonwealth, the selected Offeror must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that an employee or resource placed by the selected Offeror has a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the selected Offeror shall not assign that employee or resource to any Commonwealth facilities, shall remove any access privileges already given to the employee or resource and shall not permit that employee or resource remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the selected Offeror to comply with the terms of this Section on more than one occasion or the selected Offeror's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the selected Offeror being deemed in default of its Contract.
- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the selected Offeror to provide the Commonwealth with confidential or personal information of its employees or resources.
- (e) COPA Purchase Orders (POs) may require the selected Offeror to access confidential and/or secure data. In the event that access to such data is required, the individual PO will specify the selected Offeror's responsibilities, which may include, employees or resources signing confidentiality statements and documentation of background checks. Failure of the selected Offeror to comply with the confidentiality and security requirements of the PO may result in default of the selected Offeror under this Contract. In addition, unauthorized access by any employees or resources placed by the selected Offeror may result in immediate removal of such employees or resources and civil actions or criminal prosecutions.

16. Disadvantaged Business Participation and Enterprise Zone Small Business Participation.

All contracts containing Disadvantaged Business (DB) participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation,

unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action. The selected contractor may add new Small Disadvantaged Businesses to its subcontractor network throughout the term of the contract. The Commonwealth will count participation by the new Small Disadvantaged Businesses toward the selected contractor's general DB percentage commitment for staff augmentation resources.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

In addition, the Contractor will be required to attend quarterly, in-person DB utilization and reporting meetings with the Commonwealth. The purpose of the meetings will be to review the quarterly utilization reports and DB Project Plan progress to assess the Contractor's compliance with its DB percentage commitments. In determining the selected Offeror's DB program compliance for the staff augmentation resources provided under the Contract, the Commonwealth will take into account that the Commonwealth largely controls the actual selection of IT Staff Augmentation personnel under this contract.

In the event the Contractor is not meeting its general DB percentage commitments in accordance with its DB Project Plan by the end of the second quarter of the first year of the contract, the Contractor will be required to submit a Corrective Action Plan outlining how the Contractor will achieve compliance with its DB Project Plan by the end of the fourth quarter of the first year of the contract. If the Contractor fails to achieve its general DB

percentage commitments in accordance with its DB Project Plan by the end of the first year of the contract, the Commonwealth reserves the right to terminate the contract. Any renewals of the contract are contingent on the Contractor continuing to meet its general DB percentage commitments in accordance with its DB Project Plan.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____[**title**] of _____[**name of Contractor**] a
_____ [**place of incorporation**] corporation or other legal entity, ("Contractor") located at

[**address**], having a Social Security or Federal Identification Number of _____, do hereby
certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

☐ All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

☐ _____ **percent** (____%) [**Contractor must specify the percentage**] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [**or other purchasing agency**] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is “YES”, your firm agrees to pay the Administrative Fee (\$1500) upon contract award and at each contract renewal date.

Please Answer: YES _____ NO _____

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

RFP# _____6100014920_____

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

